admits that the question is one of fact, but declares that a written protest does not override the evidence of acceptance afforded by the cashing of the draft. It seems doubtful, therefore, whether any evidence would have satisfied the court that the inference of acceptance had been rebutted. If that be so, the principal case shows a strong tendency to overthrow the rule that the question is the one of fact referred to above. For a discussion of the principles involved, see 17 HARV. L. REV. 459, 469–473.

ADMIRALTY — TORTS — DAMAGES RECOVERABLE FROM ONE OF TWO VESSELS AT FAULT. — In a collision at sea a vessel in tow was injured by the fault of the tug and a third vessel. *Held*, that the vessel in tow may recover her whole damage from the third vessel. *The Devonshire*, 27 T. L. R. 490 (P. D.).

This is clearly irreconcilable on principle with the English rule that an innocent cargo can recover only one half of its damage from one of two vessels injuring it. *The Drumlanrig*, [1910] P. 249. If the court allows contribution on the facts of the principal case, the result will be that where a vessel is injured, the English rule as to joint tortfeasors will be the same as the American. See 24 HARV. L. REV. 150. But it seems hardly likely that the English court will allow contribution in a separate suit, since it has refused to allow it where both tortfeasors are in court. *The Avon and Thomas Joliffe*, [1891] P. 7.

ADVERSE POSSESSION — SUBJECT MATTER AND EXTENT — APPLICATION OF CONSTRUCTIVE POSSESSION DOCTRINE TO LARGE TRACTS OF LAND. — The defendant having been for more than 25 years in actual possession of 15 to 20 acres of land under color of title to a 320-acre tract, the plaintiff brought an action of ejectment to recover the entire tract. *Held*, that the defendant has acquired title to the 320 acres. *Marietta Fertilizer Co.* v. *Blair*, 56 So. 131 (Ala.).

By the American doctrine, the occupation of part of a tract of land under color of title to the whole is constructive adverse possession of the entire tract. *Ellicott* v. *Pearl*, 10 Pet. (U. S.) 412. The reason for this rule is that it is impracticable for the occupant to clear and cultivate an entire farm at one time. See *Jackson d. Gilliland* v. *Woodruff*, 1 Cow. (N. Y.) 276, 287. This reasoning is obviously inapplicable to a case where actual possession of a few acres is made the basis for a claim to a vast expanse of country. *Chandler* v. *Spear*, 22 Vt. 388. Accordingly, several courts have held that the amount of land which can be thus obtained must be limited to a tract which can be used in one body according to the usual manner of business of the country. *Thompson* v. *Burhans*, 61 N. Y. 52. See *Murphy* v. *Doyle*, 37 Minn. 113, 116, 33 N. W. 220, 222. The difficulty of applying such a rule is perhaps increased, as the principal case points out, by the large-scale methods of modern business, but its necessity is clear. *Archibald* v. *New York Central, etc. R. Co.*, 1 N. Y. App. Div. 251, 37 N. Y. Supp. 336. The weight of authority, however, is perhaps in accord with the principal case. *Doe d. Lenoir* v. *South*, 10 Ired. (N. C.) 237; *Hicks* v. *Coleman*, 25 Cal. 122. The question is regulated by statute in several states. N. Y. CODE CIV. PROC., § 370; CAL. CODE CIV. PROC., 1906, § 323.

AGENCY — AGENT'S LIABILITY TO THIRD PARTIES — THEORY OF UNDISCLOSED PRINCIPAL APPLIED TO TORTS. — The defendant, concealing the fact that he was merely an agent, employed the plaintiff to work on a building. The plaintiff did not know till after the injury complained of that the defendant was an agent. There was no evidence that the defendant was personally negligent. *Held*, that the defendant is liable as if he were the principal. *Yarslowitz* v. *Bienenstock*, 130 N. Y. Supp. 931 (Sup. Ct.).

The agent of a disclosed principal is not liable for injuries to subagents unless he himself has been negligent. *Stone* v. *Cartwright*, 6 T. R. 411; *Brown*